

Sandy City Copy

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**SALT LAKE COUNTY**  
**on behalf of its Salt Lake County Health Department**  
**and**  
**SANDY CITY**  
**on behalf of its Public Utilities Department**

This Memorandum of Understanding ("MOU") is entered into this 11 day of June, 2015 between Salt Lake County ("County") on behalf of its Salt Lake County Health Department (hereinafter "SLCoHD") and Sandy City ("City") on behalf of its Public Utilities Department ("Public Utilities"). The County and City are sometimes jointly referred to hereinafter as the "Parties." The purpose of the MOU is to memorialize, clarify, define and describe the responsibilities of the Parties in the enforcement of Salt Lake County's Utah Pollutant Discharge Elimination ("UPDES") storm water discharge permit (#UTS000001).

**RECITALS:**

WHEREAS, the Parties are both governmental entities as defined under the Utah Interlocal Cooperation Act, (the "Act") Utah Code Ann. §§ 11-13-101 *et seq.* and are authorized under the Act to enter into this MOU; and

WHEREAS, the Salt Lake County Health Department is organized as a "county" health department and exists pursuant to Utah Code Ann. §26A-1-103, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

WHEREAS, SLCoHD is responsible for enforcing state laws, administrative rules, local ordinances, standards and regulations relating to public health, sanitation, safety, and environmental quality as provided for in the Utah Local Health Department Act, Utah Code Ann. §26A-1-114; and

WHEREAS, pursuant to Utah Code Ann. §26A-1-114(1), the SLCoHD may enforce state laws, local ordinances, department rules and local health department standards and regulations in all incorporated and unincorporated areas of Salt Lake County; and

WHEREAS, the SLCoHD has adopted health regulations including Regulation #13 prohibiting the discharge or release of pollutants or contaminants into storm sewers, drains, gutters or waters of the state; and

WHEREAS, SLCoHD Health Regulation #13 is incorporated by reference in Section 9.32.010 of the Salt Lake County Code of Ordinances; and

WHEREAS, Utah Code Ann. §17-8-5 provides that the county legislative body may promulgate regulations to protect channels, storm sewers, and drains, and may provide for the enforcement of those regulations; and

WHEREAS, City has enacted Title 17 Storm Water Ordinance which provides for the safe disposal of natural storm waters and flood waters and which prohibits the interference, damage or use of any flood control, storm drainage or water quality control facility; and

WHEREAS, City has adopted Title 17 Storm Water Ordinance, Section 17-1-7 entitled "Illicit Discharge," which makes it unlawful for any person to place or cause to be placed in a drain, channel, reservoir, detention basin or any other flood control facility any matter of any kind that may degrade the quality of the water;

WHEREAS, City Ordinance Section 17-1-10 (B)(3) provides that the violation of any provisions of the ordinance constitutes a Class B Misdemeanor;

WHEREAS, the Utah Local Health Department Act, Utah Code Ann. §26A-1-120(1), provides that the county attorney shall prosecute criminal violations of the public health laws and rules of the departments of health and environmental quality; and

WHEREAS, the Parties wish to enter into this MOU to formalize the procedure for the enforcement of the applicable statutes, ordinances and health regulations to protect water quality.

NOW, THEREFORE, in consideration of the following mutual promises, terms and conditions, it is agreed by the Parties as follows:

1. RESPONSIBILITIES OF SLCoHD.

- 1.1 The SLCoHD's Environmental Health Division is responsible for investigating incidents involving spills, releases or the discharge of pollutants, contaminants, or wastes into waterways and drainage systems. The SLCoHD will work with the responsible party to ensure the spill and/or discharge are remediated as required.
- 1.2 The SLCoHD will respond to any reports from Public Utilities regarding spills, releases or the discharge of pollutants, contaminants or wastes in gutters, storm drains and flood control facilities. The SLCoHD will also report to Public Utilities any complaints received or violations discovered by SLCoHD's personnel.
- 1.3 The SLCoHD will provide a quarterly report to Public Utilities that includes the status of the complaints and actions taken in response to complaints in City.
- 1.4 The health regulations adopted by the Salt Lake County Board of Health, pursuant to Section 9.04.060 of the Salt Lake County Code of Ordinances, contain procedures to enforce violations through civil, administrative or criminal proceedings depending upon the severity of the violation.
- 1.5 Based on the foregoing authorities, the SLCoHD will initiate appropriate enforcement actions to compel compliance with the regulations or pursue sanctions for violations as required by the UPDES storm water discharge permit.
- 1.6 Copies of Warning Letters and Notice of Violations issued for stormwater discharges in Sandy City will be sent to the attention of: Stormwater Engineer, Sandy City, Public Utilities Department, 10000 Centennial Parkway, Sandy, UT 84070.
- 1.7 SLCoHD shall participate in Sandy City's flood control and water quality management planning programs to enhance and protect water quality.

- 1.8 SLCohD provides household hazardous waste facilities to all citizens or incorporated and unincorporated Salt Lake County. The household hazardous waste program allows for the public to dispose of waste as specified in the UPDES permit. Services may also include mailers, ads, and collection events. Businesses are allowed to dispose of certain hazardous wastes at these facilities for a fee.

2. RESPONSIBILITIES OF SANDY CITY PUBLIC UTILITIES.

- 2.1 Public Utilities will report to the SLCohD any incidents involving spills, releases or the discharge of pollutants, contaminants, or wastes into gutters and storm drains covered by the UPDES storm water permit. Incidents will be reported immediately to the SLCohD Department 24-hour hotline (801) 580-6681 or during business hours to SLCohD's Bureau of Water Quality office (385) 468-3862.
- 2.2 Public Utilities shall cooperate with the SLCohD Department in any investigation or enforcement action initiated by the SLCohD Department. Cooperation that Public Utilities may provide include, but is not limited to, information regarding permits, storm water system maps, dye testing, and recommendations for the extent of clean-up in the storm water system.
- 2.3 Public Utilities will handle Storm Water Pollution Prevention Permit approvals and enforcement related to violations of the approved permit. The SLCohD will investigate illicit discharges entering the storm drain system.
- 2.4 Public Utilities shall manage the construction and post construction activities related to storm water engineering controls. Activities related to this, but not limited to, include plan approvals, installation inspections, and post construction inspections, management expectations and maintenance of required engineered controls.

- 2.5 Public Utilities shall report sample results for dry weather and wet weather screening on a routine basis. Samples that indicate that spills, releases or the discharge of pollutants, contaminants, or wastes into waterways and drainage systems will be reported immediately.
3. COORDINATION. Representatives of the Parties will participate in the investigation and enforcement of alleged violations of health regulations, rules and ordinances to protect storm sewers and drains as required by the County's UPDES storm water discharge permit. In addition, the Parties shall confer to determine an appropriate legal remedy on a case-by-case basis, including: administrative, civil and criminal actions.
4. TRAINING. The Parties agree to pursue training resources with the goal of improving water quality, environmental enforcement, public awareness, and compliance.
5. CONTRACT MANAGERS. The following representatives of the Parties shall be responsible for the implementation of this MOU:
- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| <u>SLCoHD Department:</u>           | <u>Sandy City Public Utilities:</u> |
| Gary L. Edwards, Executive Director | Shane Pace, Director                |
| Salt Lake County Health Department  | Sandy City Public Utilities         |
| 2001 South State Street #S2500      | 10000 Centennial Parkway            |
| Salt Lake City, Utah 84190          | Sandy, UT 84070                     |
| (385) 468-4117                      | (801) 568-7280                      |
6. EFFECTIVE DATE. The effective date shall be the date the Parties sign the MOU and shall continue in effect until terminated by either party giving six (6) months written notice in advance to the other party's designated representative.
7. NOTICES. Any notice required hereunder shall be deemed given, if in writing to the Parties' designated representatives identified in paragraph 5 herein.
8. AMENDMENT. The parties may amend this MOU by a writing executed by the parties. No amendment shall be effective if it is not in writing or if it is not executed by all the parties.

9. ENTIRE AGREEMENT. This MOU contains the entire agreement between the Parties and no statements, promises or inducements not contained in this MOU shall be binding or valid.
10. NO AGENCY. The Officers, employees, representatives or agents of each party shall not be deemed to be the agents of the other party.
11. GOVERNMENTAL IMMUNITY. County and City are both governmental entities subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). Consistent with the waivers and retentions of immunity found in the Act which apply to all functions of government, no matter how labeled, the parties agree that each party is responsible for, and shall indemnify the other party from, its own acts which it commits or which are committed by its own officers, employees or agents. By entering into this MOU, neither party waives any defenses otherwise available under the provisions of the Act.
12. COMPLIANCE WITH APPLICABLE LAWS. The parties shall comply with all applicable statutes, laws, rules and regulations, licenses, certificates and authorizations of any governmental body or authority in its performance of its obligations under this MOU.
13. LAWS OF UTAH. It is understood and agreed that this MOU will be governed by the laws of the State of Utah both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Salt Lake, State of Utah.

[Signature page to follow]

SANDY CITY APPROVALS

Department JP  
Risk Mgt. CHB  
Budget BK  
Legal Form PR  
Purchasing Compliance PL

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding the day and year recited above.

SALT LAKE COUNTY:

By: Nichole Dunn  
Mayor or Designee

Dated: 6/11/15

APPROVED BY:

Salt Lake County Health Department

By: Gary L. Edwards  
Gary L. Edwards, M. S.  
Executive Director

Dated: 1/6/15

APPROVED AS TO FORM:

Salt Lake County District Attorney

By: Neil R. Sarin  
Neil R. Sarin  
Deputy District Attorney

Dated: 1/6/15

SANDY CITY:

x 


Tom Dolan

Mayor

Dated 2/10/15

Attest: M. Espinoza City Recorder

APPROVED BY:



Shane Pace, Director

Sandy City Public Utilities

Dated 2/12/15

